

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. DANIEL E. LANG, individually and as)
Trustee of The Lang Family Revocable)
Trust,)
2. LINDA K. LANG, individually,)
3. THE LANG FAMILY REVOCABLE)
TRUST,)

Plaintiffs,

v.

1. FARMERS INSURANCE COMPANY,)
INC., a foreign, for-profit insurance)
corporation,)

Defendant.

) Case No. CIV-17-919-D

COMPLAINT

A. Parties

1. Plaintiffs, Daniel E. Lang and Linda K. Lang, are each citizens of the State of Oklahoma. Daniel E. Lang and Linda K. Lang are each the trustees of The Lang Family Revocable Trust.

2. Defendant, Farmers Insurance Company, Inc., is a foreign, for-profit insurance corporation incorporated and organized under the laws of the State of Kansas.

3. The principal place of business for Defendant, Farmers Insurance Company, Inc., is within the State of Kansas.

4. The Defendant, Farmers Insurance Company, Inc., is licensed to conduct business in the State of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

5. This action is not related to any other case filed in this court.

B. Jurisdiction

6. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 as there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

7. At all times material hereto, Plaintiffs, Daniel E. Lang and Linda K. Lang, titled through The Lang Family Trust, owned a home located at 5707 Cimarron Manor in Guthrie, Oklahoma.

8. On or about April 28, 2017, Plaintiffs' home was damaged as the result of wind and hail.

9. At all times material hereto, the Plaintiffs, Daniel E. Lang, Linda K. Lang and The Lang Family Trust, were insured under the terms and conditions of an insurance policy, policy No. 97883-30-78, issued by the Defendant, Farmers Insurance Company, Inc. Plaintiffs, Daniel E. Lang, Linda K. Lang and The Lang Family Trust, timely submitted a claim to Defendant (Claim No. 5002876868-1-1).

10. At all times material hereto, Plaintiffs, Daniel E. Lang, Linda K. Lang

and The Lang Family Trust, complied with the terms and conditions of their insurance policy.

11. Wind and hail are covered perils and the Plaintiffs' damages which occurred on or about April 28th, 2017 are not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant, Farmers Insurance Company, Inc.

D. Count I: Breach of Contract

12. Plaintiffs, Daniel E. Lang, Linda K. Lang and The Lang Family Trust, hereby assert, allege and incorporate paragraphs 1-11 herein.

13. The property insurance policy No. 97883-30-78, issued by the Defendant, Farmers Insurance Company, Inc., was in effect on April 28, 2017.

14. The acts and omissions of the Defendant, Farmers Insurance Company, Inc., in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.

15. Defendant's breach of contract includes, but is not limited to, the improper denial of Plaintiffs' claim and the failure to pay for covered damage to the Plaintiffs' home, including the Plaintiffs' obviously hail damaged roofing system. Defendant, Farmers Insurance Company, Inc., improperly and unreasonably denied Plaintiffs' claim when the above mentioned loss was covered pursuant to the terms and

conditions of the policy purchased by Plaintiffs.

E. Count II: Bad Faith

16. Plaintiffs, Daniel E. Lang, Linda K. Lang and The Lang Family Trust, hereby assert, allege and incorporate paragraphs 1-15 herein.

17. The above mentioned acts and omissions of the Defendant, Farmers Insurance Company, Inc., in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought. Defendant unreasonably and in bad faith failed to pay for covered damage to the Plaintiffs' home, including the Plaintiffs' obviously hail damaged roofing system. Defendant conducted an improper and unreasonable claim investigation, evaluation, and adjustment which resulted in an unreasonable denial of coverage for Plaintiffs' covered loss. Defendant, Farmers Insurance Company, Inc., improperly and unreasonably denied Plaintiffs' claim without proper investigation. During its inspection, Defendant disregarded obvious hail damage to Plaintiffs' roofing system and failed to consider the hail damage to Plaintiffs' roof as a whole.

18. Defendant's unreasonable, bad faith conduct includes, but is not limited to, an unreasonable claim investigation, evaluation, and adjustment which resulted in an improper denial of coverage for Plaintiffs' covered loss.

F. Count III: Punitive Damages

19. Plaintiffs, Daniel E. Lang, Linda K. Lang and The Lang Family Trust, hereby assert, allege and incorporate paragraphs 1-18 herein.

20. The unreasonable conduct of the Defendant, Farmers Insurance Company, Inc., in the handling of Plaintiffs' claim was intentional, willful, wanton, and was committed with a reckless disregard for the rights of the Plaintiffs for which punitive damages are hereby being sought.

G. Demand for Jury Trial

21. The Plaintiffs, Daniel E. Lang, Linda K. Lang and The Lang Family Trust, hereby request that the matters set forth herein be determined by a jury.

H. Prayer

22. Having properly pled, Plaintiffs, Daniel E. Lang, Linda K. Lang and The Lang Family Trust, hereby seek contractual, bad faith and punitive damages against the Defendant, Farmers Insurance Company, Inc., all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

Michael D. McGrew, OBA# 13167
McGrew, McGrew & Associates, PC
400 N. Walker Ave., Suite 115
Oklahoma City, Oklahoma 73102
(405) 235-9909 Telephone
(405) 235-9929 Facsimile
mcgrewslaw@yahoo.com

ATTORNEY FOR THE PLAINTIFFS